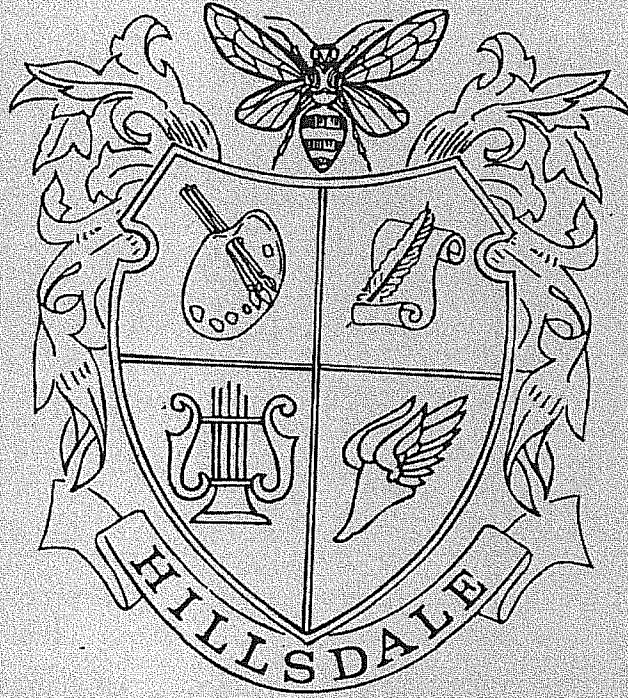


HILLSDALE COMMUNITY SCHOOLS

Hillsdale, Michigan



MASTER AGREEMENT

Between

THE BOARD OF EDUCATION OF THE HILLSDALE COMMUNITY SCHOOLS

and

THE HILLSDALE EDUCATION SUPPORT PERSONNEL ASSOCIATION, MEA/NEA

July, 2011 – August 31, 2014

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ARTICLE I

RECOGNITION

- A. The Board recognizes the H.E.S.P.A., MEA/NEA as the exclusive bargaining agent for all full-time and regularly employed part-time custodians, bus drivers, cooks, secretaries, maintenance and educational assistants employed by the Hillsdale Community Schools but excluding central office personnel, transportation supervisor, maintenance supervisor, custodial supervisor, food supervisor, substitutes, and all other employees.
- B. In accordance with the terms of this Article, each bargaining unit member within 30 days of employment shall, as a condition of employment, join the HESPA, MEA/NEA or pay a Service Fee to the HESPA, MEA/NEA.
1. HESPA, MEA/NEA Members. Bargaining unit members joining the HESPA, MEA/NEA shall pay dues to the HESPA, MEA/NEA in accordance with its policies and procedures.
 2. Service Fee Payers. Bargaining unit members not joining the HESPA, MEA/NEA shall pay a Service Fee to the HESPA, MEA/NEA as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political-Ideological Expenditures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.
 3. Non-Payment of Dues or Service Fees. If a bargaining unit member does not pay the appropriate amount of dues or service fee to the HESPA, MEA/NEA, upon written notification by the HESPA, MEA/NEA, the employer shall deduct that amount from the bargaining unit member's wages and remit same to the HESPA, MEA/NEA. This deduction shall be made pursuant to MCLA 408.471, et seq., (1978 PA 390).

Should such involuntary payroll deduction become legally disallowed, the employer shall, at the written request of the HESPA, MEA/NEA, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the HESPA, MEA/NEA. The parties agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.

4. Payroll Deduction. Upon written authorization by a bargaining unit member or pursuant to paragraph 3, the employer will deduct the appropriate amount of the dues or service fees from the bargaining unit member's wages. The deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first pay following receipt of the written authorization from the bargaining unit member or the HESPA, MEA/NEA or the first paycheck in September for continuing authorizations, and continuing in twenty (20) equal installments.

Beginning the 2005-06 school year, the option to pay dues/fees by cash will no longer be available. Any employee currently who is paying HESPA/MEA/NEA dues in cash shall be grand-parented in and will continue to have this option available for the

remainder of his/her continuous employment. Should an employee(s) who is currently paying by cash choose to have dues deducted through payroll deduction he/she shall not be able to return to cash payments.

5. In the event of any legal action against the Hillsdale Community Schools or its Board of Education; brought in a court or administrative agency because of its compliance with this Article, the HESPA, MEA/NEA agrees to defend such action, at its own expense and through its own counsel, provided:
 - a. Hillsdale Community Schools gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
 - b. Hillsdale Community Schools gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
 - c. The HESPA, MEA/NEA shall have complete authority to compromise and settle all claims, which it defends, under this section.

HESPA, MEA/NEA agrees that in any action so defended, it will indemnify and hold harmless Hillsdale Community Schools, its Board of Education, the individual members of the Board of Education, and administrators, from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Hillsdale Community School's compliance with Article 1.

6. Nothing in this article shall be interpreted or applied to require employee contributions to political action committees of HESPA, MEA/NEA. Such deductions shall only be made upon presentation of a valid copy of the written authorization by the employee on file at the payroll office in accordance with applicable statutory provisions.

C. Charter/Academy Schools

The District will provide notice to the HESPA, MEA/NEA of any public school academy application to the district, or an application to the I.S.D., Community College or Public University of which it has knowledge.

ARTICLE II

BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including and without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
 2. To hire all employees subject to the provisions of law; to determine their qualifications and the conditions for their continued employment or their dismissal or demotion; and to promote and transfer all such employees.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE III

EMPLOYEE RIGHTS

A. Relation to Law

The Board and the HESPA, MEA/NEA agree to abide by Act 379 of the Public Acts of Michigan for 1965 and all amendments thereto and all the applicable laws and statutes pertaining to HESPA, MEA/NEA personnel rights and responsibilities. The Board further agrees that it will not directly or indirectly discourage or deprive or coerce any HESPA, MEA/NEA employee in the enjoyment of their rights granted to them under the laws above stated.

B. Facility Usage

The HESPA, MEA/NEA and its members shall have the right to use the school building facilities before or after regular class hours and during lunch time. Such use of the building for HESPA, MEA/NEA meetings must be arranged with the building administration in advance. The administration retains the right of room assignment. Bulletin boards and mailboxes shall be made available to the HESPA, MEA/NEA for the posting or placement of materials relating to official business of the HESPA, MEA/NEA official. All such materials shall be sent to the Superintendent's office at the time of such posting.

C. Personnel Files

Each employee shall have the right upon request to review his/her personnel file. An appointment shall be made with the Superintendent's office for this review. If the employee is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

D. Employee Discipline

1. A complaint which would prompt or promote disciplinary action made against the employee by any parent, student, or other person will be promptly called to the attention of the employee. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee. Disciplinary actions shall be defined as including written reprimand, warning, suspensions paid or unpaid, discharge.
2. No employee shall be disciplined without just cause. Any such discipline shall be subject to the grievance procedure except in the case of probationary employees. The specific grounds forming the basis for disciplinary action will be made available to the employee.
3. Any disciplinary action taken against an employee shall be appropriate to the behavior that caused the action.
4. A bargaining unit member shall be entitled to have present a representative(s) of the HESPA, MEA/NEA during any meeting which will or may lead to disciplinary action by the employer. The HESPA, MEA/NEA President and/or the Classification

Representative shall be released from their work duties and station, without loss of pay and benefits, in order to attend such meetings with the bargaining unit member and the employer which are held during working hours. Upon the request of the bargaining unit member, the MEA representative may also attend such meeting(s).

Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and be advised by the employer of the right to representation under this provision of the Agreement. When a request for such information is made, no action shall be taken with respect to the bargaining unit member until such representation of the HESPA, MEA/NEA is present. However, the District shall not be required to unreasonable delay (more than two (2) business days) a meeting based upon the availability of the HESPA, MEA/NEA representatives.

E. HESPA, MEA/NEA Days

HESPA, MEA/NEA shall be granted four (4) paid working days for each year of this Agreement for the release of its delegates to attend educational conventions and/or conferences or training of the HESPA, MEA/NEA, upon the authorization of the HESPA, MEA/NEA and subject to the approval of the Superintendent/Designee.

F. Assaults by Students, Parents, Fellow Employees, or Citizens

1. Employees will be advised of the provisions contained in Section 1311a of the School Code, the Hillsdale School Board policies pertaining to pupil and/or any person's physical and verbal assaults against employees, and any "Zero Tolerance" discipline rules established by the district.
2. Emergency procedures shall be reviewed with the staff annually.
3. First aid supplies shall be available in each building and on each bus.

ARTICLE IV

PROBATIONARY EMPLOYEES

- A. The probationary period for all classifications shall be ninety (90) work days including sick or personal days. Discipline, including discharge, shall not be subject to the grievance procedure during the probationary period.
- B. All new Employees will be evaluated two (2) times during their probationary period.
- C. All new hires shall be hired at the first level for any individual classification.
- D. The Treasurer of the HESPA, MEA/NEA shall be notified within seven (7) calendar days of any new employee hired in a bargaining unit position.
- E. Within two (2) pay periods following the completion of their probationary period, employees shall be reimbursed for the cost of their pre-employment background checks following submission of a receipt for payment to the business office.

ARTICLE V

SENIORITY

A. SENIORITY LISTS

The administration shall prepare a seniority list to be posted on appropriate bulletin boards in each building and distributed to each bargaining unit member by placing a copy in his/her mail box. The initial seniority list for each year shall be distributed on or before October 30 of each year of this contract. Bargaining unit members shall be provided with a window of opportunity from October 30 through November 30 of each year to note errors or changes needed on the seniority list. The employer and appropriate HESPA, MEA/NEA representatives shall meet during the first week in December to review all proposed changes in the initial seniority list. The official final seniority list for the year shall be posted in all buildings no later than December 15. If the HESPA, MEA/NEA still disagrees with the accuracy of the seniority list, a grievance may be filed at that time.

B. SENIORITY DEFINED

Seniority will be by classification group only. The classification groups are those set forth in Schedules A through F. Seniority shall rank from the last date of hire. "Date of hire" shall be defined as the first day the employee reported to work. In case of ties, the date of the letter of offer of employment shall govern.

Employees transferring out of one classification into another shall retain all seniority within classifications held prior to transfer. Seniority in the new classification shall rank from the date of transfer.

Employees transferred out of the bargaining unit into a supervisory position shall retain such seniority within classification as they had prior to promotion. Such seniority use shall be limited to transferring into a vacant or newly created position within the bargaining unit. No supervisor shall "bump" into a bargaining unit position currently held by a bargaining unit member.

C. LOSS OF SENIORITY

All seniority is lost when employment is severed by resignation, retirement, or discharge. Seniority will be frozen at the time of layoff or approved leaves and will continue to accumulate upon recall or return from leave.

ARTICLE VI

VACANCIES

A. POSTING

Vacancies created by an existing position being vacated by a bargaining unit member due to resignation, retirement or long term leave (90 calendar days or more) shall be posted or eliminated by the administration within fourteen (14) calendar days of their occurrence. Notice of their elimination shall be made to the Association President. Vacancies which exist because of the administration's creation of a new position shall be posted prior to any filling of the vacancy. When a vacancy occurs and is not to be eliminated, it shall be posted as one (1) position or as same position with less time. Whenever the administration decides that a position whose time was reduced needs to be reinstated the position shall be reposted with the additional time added. Employees may apply in writing for any such vacancy during the posting period. Said posting shall contain classification, location of work, hours to be worked, approximate starting date, and minimum qualifications.

Notices will be posted on bulletin boards in appropriate places in each worksite for a period of five (5) full working days during the school year and ten (10) full calendar days during summer. The posting period shall not begin until notices of the position vacancy are posted in each worksite. The position will not be permanently filled during the period of the posting.

Postings for vacancies occurring during the summer and over extended breaks of fourteen (14) calendar days or more shall be sent by U.S. Mail, or with the regular paycheck, to designated representatives of each seniority classification and to each employee in the classification who has notified the Superintendent's office of his/her interest in the vacancy or the newly created position.

B. FILLING VACANCIES

In the event that a non-teaching vacancy occurs, all bargaining unit applicants shall be given an interview and consideration prior to the interviewing of outside applicants. The vacancy shall be filled by an applicant whose experience, education, training and other qualities qualify him/her for said position. Preference shall be given to the applicant having the most seniority in the classification where the vacancy occurs, a less senior or outside applicant may be awarded the position if the applicant is more qualified in the necessary skills.

When no bargaining unit member applies for a vacancy, and the administration chooses not to expand the number of bargaining unit employees, the administration shall make a reasonable effort to fill the vacancy with the least senior qualified member in the affected classification.

The parties agree that laid off bargaining unit members shall be called back under the provisions of Article VII, Section C to temporarily fill a vacancy until the vacancy has been filled under the provisions of this Article.

All bargaining unit member applicants for a vacancy shall be notified in writing of the outcome of the selection process within five (5) days of the filling of the position.

The person selected for the position will be granted up to twenty (20) work days for a trial period in the new position. During the trial period he/she shall be paid at the rate for the job to which he/she is assigned. If an employee fails to perform satisfactorily in the position for which he/she has bid or decides he/she does not wish to continue, he/she shall be returned to his/her former position, within the twenty (20) day period. The Employer shall not be required to allow an employee who is not performing satisfactorily in the position to remain in the position for the entire twenty (20) work day trial period. An employee, who requests a return to his/her former position, shall not be required to remain in the position for the entire twenty (20) work day trial period.

Short Term Vacancies

When filling a temporary/short term vacancies (more than 14 calendar days – less than 90 calendar days) the parties agree that currently employed members within the classification shall be given preference to fill the position during the term of the vacancy on the basis of seniority.

C. INVOLUNTARY TRANSFERS

The parties acknowledge that minor changes in assignment may be necessary due to changes in student enrollment, class size, or staffing needs. However the parties agree that involuntary transfers that substantially alter the working conditions of the employee are disrupting and shall be avoided when possible.

1. Seniority within the classification shall be considered in determining any change in job assignment.

D. CHANGES IN POSITION

If an employee's hours or position changes, wages and fringe benefits shall change accordingly, and the Treasurer of the HESPA/MEA/NEA shall be notified of such changes within seven (7) calendar days.

E. ASSIGNMENT NOTIFICATION

Employees shall be notified, in writing, of their tentative job assignment for the next school year no later than June 1. If the employee is not so notified, this shall be construed to mean the employee's tentative job assignment is the same as his/her current job assignment.

ARTICLE VII

LAYOFF AND RECALL

A. ORDER OF LAYOFF

Lay-off shall be by seniority within job classification to which the employee is assigned at the time of lay-off. "Classification" shall be defined as schedules A-F.

Employees with seniority in other classifications may utilize such seniority to displace a less senior employee within the classification. Employees thus displaced shall have the same right.

B. NOTICE OF LAYOFF

Individuals to be laid off will be given thirty (30) calendar days notice in writing prior to the effective date of layoff.

C. RECALL FROM LAYOFF

Recalled employees shall be entitled to restoration of previously accrued leave and salary schedule step placement.

1. Recall shall be by inverse order of layoff provided the employee is qualified for the open position.
 - a. Recall for paraprofessionals shall be by inverse order of layoff with all the paraprofessionals with a seniority date prior to July 1, 2000 deemed "qualified" for all aide positions. However, paraprofessionals who are not able to meet IEP, State or Federal legal requirements may be considered "not qualified."
 - b. Any paraprofessional who is recalled under paragraph C 1 (a) above to a Title I position but does not meet ESEA requirements may be assigned to the next open and available non-Title I position. Open and available is a position that exists after non laid-off bargaining unit members have been able to exercise their posting, application and other rights provided by the Agreement.
 - c. Instructional paraprofessionals have until 6/30/2006 to meet the requirements of ESEA. Any instructional Paraprofessional not meeting the ESEA requirements by 6/30/2006 shall be subject to layoff.
2. An employee shall have the right of recall for a period of 18 months from the effective date of layoff. No new employees will be hired into a classification while employees with the right of recall are laid off within that same classification. The laid off employee will be responsible for providing the business office with a correct address at all times. Notification of recall shall be sent in writing to the laid off employee's last known address by certified mail, with a copy to HESPA, MEA/NEA President. Failure to respond to this notice in writing within ten (10) calendar days shall be considered conclusive evidence of resignation and waiver of all future rights to employment.
3. Recalled employees shall be entitled to restoration of previously accrued leave and salary schedule step placement.

ARTICLE VIII

WAGES AND WORKING HOURS

A. The wages and working hours are set forth in the schedules attached to this contract as follows:

Schedule	A	-	Custodians
Schedule	B	-	Bus Drivers
Schedule	C	-	Cooks
Schedule	D	-	Secretaries
Schedule	E	-	Educational Assistants
Schedule	F	-	Maintenance
Schedule	G	-	Insurance

B. Experience step increments will be credited based on date of hire.

C. 1. Employees shall be paid for all days on which they are required to work. Employees asked by the employer to work more than their regular scheduled working time at their regular job shall be compensated at their regular hourly rate for the extra time worked.

2. Sick day and personal day compensation shall be based on the hours in the employee's normal scheduled day.

3. Overtime pay shall be granted after forty (40) hours worked in a week. The following provisions shall apply:

a. The employee's immediate supervisor will make the approval of overtime.

b. Hours worked in excess of forty (40) hours per week will be paid at one and one-half (1 ½) times the employee's regular hourly rate.

c. When an employee works at more than one type of work, at varying wage rates, during a single work week, the employee will be paid at one and one-half (1 ½) the employee's "weighted" rate of pay for all hours in excess of forty (40). The formula to determine the weighted rate of pay is: total earnings for the week divided by the total number of hours worked at all jobs.

d. Compensatory time off may be given instead of overtime pay if mutually agreeable to the employee and the employee's immediate supervisor. Such compensatory time shall be at a rate of one and one-half (1 ½) times the overtime hours worked and shall be taken within the pay period earned or at a time mutually determined by the administrator and the employee. If the employee is unable to take compensatory time within this time period, the employee shall be paid the overtime rate.

D. In the event that a person changes classifications, he/she may be assigned by the employer to such a level as their experience may dictate.

E. Beginning on the anniversary date following the ninth year of employment with the Hillsdale Community Schools all HESPA, MEA/NEA employees will be granted longevity step increases as follows:

10 years	.5%
11-15 years	1%
16-20 years	1.5%
21 years +	2.0%

- F. When bargaining unit members work as a substitute in a bargaining unit position, they will be paid their regular hourly rate or the hourly rate of the subbed position, whichever is greater. This section shall not apply to substitute service by a laid off bargaining unit member.
- G. Upon the employer's prior approval, bargaining unit members who participate, outside of their regular working hours, in training opportunities related to their position such as, but not limited to, CPR, Student Restraint Holds, etc.; shall be compensated for each hour of the training at their "Educational/Training" hourly rate. The "Education/Training" hourly rate shall be based on minimum wage. The "Education/Training" rate shall be ten dollars and fifty cents (\$10.50) per hour for classes required by the State of Michigan for transportation personnel.
- H. All employees scheduled for at least four (4) hours of work per day shall be entitled to ten (10) minutes per day of paid break time. Break time shall not be taken the first nor last hour of the day.
- I. All employees scheduled for five (5) hours or more work per day shall be entitled to thirty (30) minutes duty free, unpaid lunch period per day.
- J. Break time and lunch periods shall be taken at times mutually agreed upon by the employee and his/her supervisor.
- K. In the event an employee is not able to utilize his/her lunch period and/or break time because of unforeseen work circumstances, he/she shall report such incident, in writing, to his/her supervisor. Related difficulties with lunch time or break time shall necessitate a conference with the supervisor, the employee, and the HESPA, MEA/NEA to determine a mutually acceptable resolution to the problem.
- L. The HESPA shall have representatives appointed by the President to the District calendar committee.
- M. Mileage reimbursement (IRS rate) for use of personal vehicle (ex: district mail delivery/pick up. etc.) The approved mileage reimbursement form is attachment D.

ARTICLE IX

LEAVE PRIVILEGES

- A. Each HESPA, MEA/NEA employee shall be granted a maximum of eight (8) days sick leave per year with full pay, with the exception of twelve month employees who will be granted twelve (12) days sick leave per year with full pay due to:
1. Personal illness of employee;
 2. Absence necessitated by exposure to contagious diseases in which the health of students would be impaired by his or her attendance on duty;
 3. Illness or disability in the immediate family not to exceed five (5) consecutive days per incident except with the approval of the Superintendent. Immediate family shall be defined as mother, father, grandparent, grandchild, mother-in-law, father-in-law, spouse, child, sibling, and significant others.
 4. The Board reserves the right to require a doctor's certification or other evidence of illness or ability to work.
- B. All employees within the bargaining unit will receive four (4) personal business days per year, (twelve month employees shall receive three (3) days per year). These may be used with no questions asked provided advance notice of 48 hours is given to the Administration, except in cases of provable emergencies. Advance notice shall include both verbal and written notification. Use of email is an acceptable means of written communication. Prearranged leaves are encouraged. Unused personal business days may accumulate to five (5) days. The current year's allowance shall be in addition to the stated maximum. Unused personal days, beyond the yearly allowable accumulation, will transfer to sick leave each year.
- C. Employees shall be entitled to Bereavement Leave consisting of three (3) days per death in the family (as defined below). The Superintendent may grant funeral leave, in excess of five (5) days, to be deducted from the employee's sick leave. Immediate family shall be defined as mother, father, grandparent, grandchild, mother-in-law, father-in-law, spouse, child, sibling, brother-in-law, sister-in-law, and or anyone of significance in the employee's life.
- D. Unused sick leave may accumulate to a maximum of ninety five (95) days. Each unused sick day and including unused personal days beyond the allowed 95 days will be purchased at a rate of thirty dollars (\$30.00) per day, or put into a 403B Plan at the discretion of the employee.
- E. Employees within the bargaining unit employed by Hillsdale Community Schools shall be paid for their accumulated sick leave days at the rate of \$30 per day for full-time employees and \$25 per day for less than full-time employees at the time of retirement— defined as: application to draw money from MPSERS. Full time employees are those employees working six (6) or more hours per day or 30 hours or more per week. The only exception to retirement is the elimination of a classification. The District shall make this payment by

the end of June and the employee shall have the choice of a cash payout or a deposit directly into a 403B plan on behalf of the member.

- F. Immediate short term leave of absence with pay may be approved by the superintendent to investigate a sensitive situation.
- G. A short term leave of absence without pay may be granted for valid reasons upon approval of the Superintendent. If the Superintendent is not available, approval should be obtained from the employee's immediate supervisor. Not to exceed that allowed by Board policy.
- H. Temporary military leave will be granted upon application in writing to fulfill an active reserve obligation. Unless the employee has not received prior notification of the leave, said application must be made in writing at least thirty (30) days prior to the effective date of such leave. The employee who utilizes said leave shall have the election to:
 - (1) cover the absence by utilizing the vacation time and keeping the military pay received, or
 - (2) to cover the absence by turning in the military pay received and receiving full pay from the district for up to fifteen (15) days, or
 - (3) to cover the absence by keeping the military pay and receiving no pay from the district.
 - a. Sick and personal days accumulated from the date of enlistment or draft, shall be held for said employee until his/her return or otherwise held in accordance with other provisions of this Agreement.
- I. Leave of absence without pay shall be granted to any HESPA, MEA/NEA employee who shall be inducted or shall be called or shall enlist in military duty in any branch of the Armed Forces of the United States. HESPA, MEA/NEA employees on military leave shall be granted the benefit of any increment which would have been credited to them had they remained in active service of this school system. Sick and personal days accumulated from the date of enlistment or draft shall be held for said employee until his/her return or otherwise held in accordance with other provisions of this agreement.
- J. In the event of absence due to injury in the course of an employee's employment for which the employee received compensation under the Michigan Worker's Compensation Act, the employee shall be paid the difference between the employee's salary and the benefits received from Worker's Compensation provided that the additional compensation provided hereunder is valid by law and will not reduce the amount the employee receives from Worker's Compensation insurance. This difference will be paid for a period of two years from the date of leave. At this time, the employee shall have the option of using accumulated sick days to make up the difference on a pro-rated basis. Prior to September 1, 2010 the Employer shall provide to the Association a written explanation of the process and procedure for getting paid while receiving Worker's Compensation benefits. This shall be incorporated into the Master Agreement.

- K. Jury Duty – Upon presentation of documentation of service the employee called for jury duty or subpoenaed to give testimony for any judicial or administrative tribunal shall be compensated for the difference between the regular pay and the pay received for the performance of such obligations. Upon receipt of court payment, a copy of the check needs to be provided to the Business office so that the difference can be correctly applied.
- L. In the event that a person runs out of sick leave, the HESPA, MEA/NEA may recommend an extension to the Board. Any such grant would be on an individual basis and subject to action by the Board. An employee who is unable to work because of personal illness and disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of the illness or disability up to one year. The leave may be renewed each year upon written request by the employee and approval by the Board.
- (1) The Board agrees to continue to provide the health and life insurance benefits provided for by this Agreement for the duration of said leave.
 - (2) The Superintendent shall certify the legitimacy of a claim for compensation for absence.
- M. It is agreed that regular attendance is an essential and important component of each employee's duties and responsibilities. If the Superintendent has reasonable belief that a specific employee may be abusing his/her sick leave benefits, a medical note may be requested. Abuse of sick leave by such employee may constitute just cause for progressive discipline up to and including discharge.
- N. Any bargaining unit member who has been granted or is on a leave, including Article X leaves, that does not include Board paid insurance coverage is responsible for notifying the Hillsdale Community Schools' business office to request cancellation of coverage or continuation of coverage. Continuation of coverage may be covered by COBRA rights or other employee paid options. The Board agrees to process COBRA or other employee paid options to continue coverage when allowed by the insurance carrier.

Family and Medical Leave Act (FMLA) of 1993

Any full-time or part-time employee who works twenty-five (25) hours or more per week will be afforded up to twelve (12) continuous or intermittent weeks of unpaid leave in any twelve (12) month period for any of the following reasons:

1. The birth or adoption of a child or placement of a foster child in the employees care, regardless of the child's age.
2. Serious illness of an employee's spouse, parent or child who is under the age of eighteen (18) or handicapped.
3. Employee's own serious health condition.
4. The FMLA includes the following specific provisions:

- a. Employees must have at least twelve (12) months of service (not necessarily consecutive) and must have worked at least 1,250 hours in the twelve (12)-month period immediately before the leave begins.
 - b. The employee may take available paid sick leave, personal leave and vacation leaves as part of their FMLA leave or the employee may choose otherwise.
 - c. The school district must guarantee employees the right to return to the previous or an equivalent position with no loss of benefits at the end of the FMLA leave. An exception may apply when an employee's return would cause substantial economic injury to the school district.
 - d. Employees are entitled to continue medical and dental benefits under the group health plan while on FMLA leave under the same conditions as when they were on the job. The school district must continue any group health insurance premium contributions during FMLA leave, but may recover such amounts if the employee fails to return to work for a reason other than disability.
 - e. Sick days shall accrue per the provisions of the C.B.A. while the employee is absent on FMLA.
5. Employees are obligated to notify the school district thirty (30) days in advance for birth, adoption, foster child or planned medical treatment when the need for the leave is foreseeable. However, when the leave is needed on an emergency basis, notice will not be required. Two (2) employed spouses may take a total of twelve (12) weeks for the birth or adoption of a child or the placement of a foster child or care for a sick parent. Employed spouses may not take FMLA leave concurrently for birth or adoption of a child or placement of a foster child or care of a sick parent.
- O. Upon return from any leave granted under this article, the employee shall have his/her unused sick leave restored. During any leave an employee, at his own expense, may continue his health or life insurance. Increments or other benefits shall not be allowed during the leave except as specified in Section I, Paragraph 4 above.

ARTICLE X

MATERNITY/CHILD CARE

- A. A leave of absence without pay will be granted for up to one year for the purpose of maternity/child care.
- B. Any employee requesting maternity leave shall notify the school administration of the pregnancy no later than the fifth month of the condition.
- C. The employee may continue working as long as he/she can maintain his/her regularly assigned responsibilities. The employee's physician will furnish a statement to this effect.
- D. The application for such leave shall be received by the superintendent no later than thirty (30) days prior to the effective date of such leave and shall include a statement of the date on which the employee wishes to commence the leave.
- E. An employee on leave under the above conditions wishing to return to duty shall submit a written request with the Superintendent at least sixty (60) calendar days prior to the date the employee wishes to return to work or sixty (60) calendar days prior to the end of the leave. The employee shall be returned to employment when there is a position open or no later than the beginning of the following school year, provided the employee is not subject to layoff.
- F. The employee adopting a child shall receive a similar leave which shall commence upon the placement of the child.
- G. In the event any provisions in this contract are in conflict with the Family Medical Leave Act of 1993, the provisions of the Family Medical Leave Act will prevail.
- H. If the employee is returning to employment prior to expiration of or immediately upon expiration of a leave under the Family and Medical Leave Act of 1993, the employee shall be returned to employment at that time, unless that employee is subject to layoff.

ARTICLE XI

EMPLOYEE EVALUATIONS

- A. The completed evaluation shall be given to the employee. An opportunity to discuss the evaluation with the supervisor shall be provided within ten (10) days of the completion of the evaluation.
- B. If the employee disagrees with the evaluation he/she may write a rebuttal which shall be attached to the evaluation and kept in the employee's file.
- C. All HESPA, MEA/NEA employees shall be evaluated a minimum of once every three (3) years, or more frequently if deemed necessary by the Superintendent or Designee. Failure to evaluate an employee at least once every three (3) years shall be interpreted as satisfactory work for that year.

Employees shall be given "yearly targets" to establish goals beneficial to the District and the Employee.

Each employee will be required to sign his/her evaluation. However, the signature will not necessarily indicate the employee agrees with the evaluation.

- D. Employee evaluations shall not be conducted by bargaining unit members, however, Cook Managers, Head Custodians, and the Lead Foreman may provide input on bargaining unit member evaluations when asked. No bargaining unit member, including but not limited to, Cook Managers, Head Custodians, and the Lead Foreman shall be permitted to discipline another bargaining unit member.

ARTICLE XII

INCLEMENT WEATHER

Twelve month employees are expected to report for work on days when school is dismissed and instruction is not provided due to conditions not within the control of the Board such as inclement weather. If weather conditions on the public roads prohibit said employee from reporting for work on time, he/she shall notify his/her immediate supervisor or his/her designee by the hour when he/she normally would report for work that he/she will report as soon as possible.

Employees working a full day under this section shall be granted compensatory time off for school days which are not rescheduled. Compensatory time off shall be taken at a time to be determined by the Superintendent or the Superintendent's designee, on the first occurrence. If a second day shall occur when school is not in session and not rescheduled, compensatory time off shall be taken at a time when school is not in session, and mutually agreed upon with the employee and supervisor.

If days are rescheduled, the employee shall work said rescheduled days and receive no extra pay.

All other employees who don't report for work on days when school is not in session due to inclement weather shall receive pay for the days which are canceled. If a canceled day legally must be rescheduled, the employee shall work on the rescheduled day without compensation.

(From Letter of Agreement dated 3/24/2011)

All bus drivers shall be paid for Act of God days based on their average regular district run time per day. If the District determines that any such days will be made up to meet State requirements, the drivers shall be paid only the number of rescheduled days driven beyond those for which they have already received pay. If rescheduled days of driving include runs to the ISD or other contracted time, the driver shall receive his/her full pay for the day rather than only the district runs.

Twelve month employees shall be given up to two (2) days compensatory time for school cancellation which are then to be used during the summer.

When school is delayed full time employees, who normally work during the delayed time, shall report to work during the time school is in session that day. Part-time employees shall work their normal work schedule, while and if students are present, on each delayed school day. All employees will receive their normal daily pay.

ARTICLE XIII

GRIEVANCE PROCEDURE

A. Grievances: It is understood and agreed that should a difference arise between the Board and any of its employees as to the application of the provisions of this agreement, there shall be no stoppage or suspension of work because of such grievance.

- Step 1. A HESPA, MEA/NEA employee with a complaint shall discuss it with his/her immediate supervisor, principal, or superintendent within five (5) working days after the occurrence of the alleged grievance.
- Step 2. Any HESPA, MEA/NEA employee having a complaint of occurrence in the interpretation or application of this Agreement may present in writing his/her grievance individually or with the aid of his/her HESPA, MEA/NEA representative to his/her principal or immediate superior within ten (10) working days of said occurrence. The grievance form is attached as Appendix B. The administrator with whom the grievance has been filed shall within five (5) working days give an answer in writing to the grievance. The written grievance, as contemplated by this paragraph, shall be specific and contain a statement of the fact upon which the grievance is based and shall refer to the articles and sections of the Agreement which have been allegedly misinterpreted or violated and shall state the relief requested, and must further bear the name of and be signed by the employee or employees involved.
- Step 3. In the event the aggrieved person is not satisfied, he/she shall transmit the grievance in writing to the Superintendent within ten (10) working days who shall have ten (10) working days from receipt to approve or disapprove it. The aggrieved person has a right to a hearing with the HESPA, MEA/NEA representative present. If the grievance is denied by the Superintendent, within ten (10) working days the grievance shall be transmitted to the secretary of the Board if the aggrieved person so requests with a statement of the reasons why it is being disapproved.
- Step 4. Within twenty (20) days of the receipt of the grievance, the Board or a committee of the Board shall consider the grievance. The aggrieved person has a right to a hearing with the HESPA, MEA/NEA representative present. The Board shall prescribe such procedures as it may deem appropriate, provided, however, that in no event, except with express written consent of the HESPA, MEA/NEA shall final determination of the grievance be made by the Board more than twenty (20) days after the Board first considers the grievance.
- Step 5. Individual employees shall not have the right to process a grievance at Step five.
- a. If the HESPA, MEA/NEA is not satisfied with the disposition of the grievance at Step Four, it may within ten (10) days after the decision of the Board, refer the matter for arbitration to the American Arbitration

Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules.

- b. Neither party may raise a new defense group at Step Five not previously raised or disclosed at other written steps. Each party shall submit to the other party not less than one week prior to the hearing a prehearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.
- c. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the HESPA, MEA/NEA; subject to the right of the Board or the HESPA, MEA/NEA to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
- d. Powers of the arbitrator are subject to the following limitations:
 1. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
 2. He/she shall have no power to establish salary schedules or to change any salary except in accordance with the schedules attached hereto.
 3. He/she shall have no power to change any practice, policy or rule of the Board nor substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
 4. He/she shall have no power to decide any question which, under this agreement, is within the responsibility of the management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this agreement.
 5. He/she shall have no power to interpret state or federal law.
 6. He/she shall not hear any grievance previously barred from the scope of the grievance procedure.
- e. If either party disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall determine the arbitrability issue before proceeding to the issue on the merits. In the event that a case is appealed to the arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

- f. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
 - g. The cost of arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.
- B. Should an employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should an employee fail to appeal a decision within the limits specified, or leave the employ of the Board (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.
- C. A grievance may be initialed by the HESPA, MEA/NEA.
- D. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments, and the arbitrator shall have no power to order one.
- E. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the award be earlier than thirty (30) days prior to the date on which the grievance is filed.
- F. If any HESPA, MEA/NEA employee for whom a grievance is sustained shall be found to have been unjustly discharged, he/she should be reinstated with full reimbursement of all professional compensation lost.
- G. All parties to this Agreement shall make earnest attempts to dispose of grievances at each level as set forth in the grievance procedure, and the grievance procedure as set forth herein shall be the exclusive procedure to be followed in the case of a grievance.
- H. Nothing contained herein shall be construed to prevent any individual of this HESPA, MEA/NEA from presenting a grievance and having the grievance adjusted without intervention of the HESPA, MEA/NEA if the adjustment is not inconsistent with the terms of this Agreement provided that a HESPA, MEA/NEA representative has been given an opportunity to be present at such adjustment.
- I. For purposes of this Article, the term "working day" shall be defined as days when the School District's central office is open for business.

ARTICLE XIV

NEGOTIATION PROCEDURES

- A. When either party recognizes a concern that is addressed by or affects the terms of the contract, it will be brought to the attention of the appropriate parties. In the event the provisions contained in this Agreement are open for negotiations as provided in other sections of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon such provisions.
- B. In any negotiations described in this Agreement, neither party shall have any control over the selection of the negotiation or bargaining representatives of the other party, and each party may select its representatives within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by the Board and HESPA, MEA/NEA. The parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make concessions in the course of negotiations and bargaining, subject only to ultimate ratification.
- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation process with the State Labor Mediation Board in conformance with State law.
- D. The Board shall pay for the cost associated with printing and assembling the contract. The HESPA, MEA/NEA shall be provided with copies of the Agreement for all members when finalized. The HESPA, MEA/NEA will type and prepare a copy of the Agreement for printing.
- E. An employee engaged during the school day in negotiating on behalf of the HESPA, MEA/NEA with any representative of the Board shall be released from regular duties without loss of salary.
- F. At least sixty (60) days prior to the expiration of this Agreement, either party will notify the other, in writing, of their intent to open negotiations. The parties will then agree to a date, prior to the expiration date, to meet to open negotiations.

ARTICLE XV

SAVINGS CLAUSE

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision and application shall be deemed null and void except to the extent permitted by law; but all other provisions or application shall continue in full force and effect.

ARTICLE XVI

DURATION OF AGREEMENT

This agreement shall commence on June 30, 2011 and shall continue in full force and effect until August 31, 2014.

IN WITNESS THEREOF, the parties hereto have set their hands this 30th day of June 2011.

Hillsdale Educational Support Personnel

By [Signature]
President

By [Signature] MEA
UniServ Director
Diane Langan, 4-C MEA UniServ Director

By [Signature]
Pat Pastula, MEA Snap

Hillsdale Board of Education

By [Signature]
Superintendent

By [Signature]
For the Board

By [Signature]
For the Board

Bargaining Team Members for the HESPA

Janet Lum
Randy Shannon
Karen Balcomb
Barney Traylor
Tahna Martin
Pat Pastula, MEA SNAP
Diane Langan, MEA UniServ Director

Bargaining Team for the Board

Shawn Vondra, Superintendent
Bob Batt, Board Member
Lecann Rumler, Board Member

SCHEDULE A – CUSTODIANS

<u>STEP</u>	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>
0	\$14.65	\$14.65	\$14.65	\$14.65
1	\$15.11	\$15.11	\$15.11	\$15.11
2	\$15.72	\$15.72	\$15.72	\$15.72
3	\$16.23	\$16.23	\$16.23	\$16.23
4	\$16.71	\$16.71	\$16.71	\$16.71
5	\$18.30	\$18.30	\$18.30	\$18.30
10 +	\$18.40	\$18.40	\$18.40	\$18.40

1. Head custodians at Davis, High School and grounds an additional 3% per hour.

Head custodians at Gier, Bailey, and Mauck will be paid an additional 2% per hour.

2. Work schedules shall be adjusted prior to certain holiday periods.

3. Custodians shall have these paid holidays: (1) Labor Day – 8 hours, (2) Thanksgiving Day – 8 hours, (3) Friday after Thanksgiving – 8 hours, (4) December 24 – 8 hours, (5) Christmas Day – 8 hours, (6) December 31 – 8 hours, (7) New Year’s Day – 8 hours, (8) Friday of Spring Break – 8 hours, (9) Memorial Day – 8 hours, and (10) July 4 – 8 hours, providing there is no school in session.

When an above holiday falls on Saturday, the preceding Friday will be used as the holiday; if the legal holiday falls on Sunday, the following Monday or preceding Friday will be used as the holiday.

If school is in session the day before Christmas or New Years, the 8 hours for each day will be made up during Christmas vacation.

4. Custodians normally will work forty (40) hours per week, eight (8) hours per day, and a five-day week. Upon mutual agreement of the HESPA and Board of Education summer hours may be altered to four (4) ten (10) hour days.

5. Vacation schedule for custodians: beginning July 1 of each year one (1) week for the 1st year*, two (2) weeks after two years, three (3) weeks after eight years, four (4) weeks after fifteen years. After 20 years, the employee shall accumulate one day per year to a maximum of twenty-five (25) days. No more than three (3) consecutive weeks of vacation time may be taken at one time.

* The first year of vacation maybe prorated based on hire date.

Except in the case of an emergency one week’s notice shall precede use of vacation time.

Up to two (2) vacation days may be used in conjunction with personal days. 48 hour notification.

6. Custodial personnel called in for emergency purposes, outside of their normal work schedule shall be paid for a minimum of one (1) hour as "call in" time. "Call In" time will be paid at the rate of 1 ½ times their hourly rate.
7. Custodial personnel shall be permitted, but not required, to supervise volunteers, prisoners, and/or outside employees.
8. Custodial personnel asked and expected to check the buildings outside their normal scheduled work hours, shall be paid for the extra time spent checking the building. The minimum of one (1) hour's pay shall be paid for each time the building is checked. The rate of pay shall be 1 ½ times their hourly rate for each hour worked. Any necessary work beyond the one (1) hour minimum shall be reported to the supervisor and compensated at the 1 ½ times their hourly rate.

SCHEDULE B – BUS DRIVERS

<u>STEP</u>	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>
0	\$18.43	\$18.43	\$18.43	\$18.43
1	\$19.43	\$19.43	\$19.43	\$19.43
2	\$20.50	\$20.50	\$20.50	\$20.50
3	\$21.14	\$21.14	\$21.14	\$21.14
4	\$22.71	\$22.71	\$22.71	\$22.71
10 +	\$22.82	\$22.82	\$22.82	\$22.82
KDG	\$22.81	\$22.81	\$22.81	\$22.81
EXTRA TRIPS*	\$14.19	\$14.19	\$14.19	\$14.19

* Down time (defined as time after the driver drops students off for an EXTRA TRIP and when the students load back on the bus after the conclusion of the EXTRA TRIP) shall be paid at minimum wage.

Working Conditions

1. Bus Drivers will be paid on an hourly rate based on the above. A time clock will be furnished. Insurance rates for regular run (A.M. and P.M. runs) drivers shall be based on five (5) hours
2. Bus drivers shall be paid for one hour for unnotified cancelled trips and with no loss of turn. When school is canceled or delayed after 6:00 A.M., and bus drivers have not been notified by 6:00 A.M., bus drivers will be paid one hour “show up” pay if they have shown up at their regularly scheduled time.
3. Substituting for regularly scheduled midday runs shall be offered to bargaining unit member drivers on the basis of seniority. If no bargaining unit member is available, outside substitutes may be used.
4. A regular bus driver substituting on a regularly scheduled midday run shall receive full pay.
5. Up to \$40 per year will be allowed for a State-approved physical examination for bus drivers when required by law.
6. Summer school driving will be paid at the individual driver’s rate. All summer routes shall be assigned based on seniority.
7. Extra trips will be offered on a rotation basis by seniority. If no one volunteers for a trip, one may be assigned.
8. “A” trips are defined as athletic trips, or any trip over two (2) hours. “B” trips are defined as any other extra trip. “A” trips and “B” trips will be assigned on a rotating seniority basis. If a driver refuses one type of trip, they remain eligible, in rotation, for the other type.

9. Bus routes shall be established, modified and assigned with the goal of minimizing student riding time, and in accordance with the following procedures:
 - All routes shall be established by the District at the beginning of each school year. The starting time, preliminary routing, number of students and estimated time of the route will be provided. Knowing this, drivers shall select from all district routes at a bid meeting on the basis of seniority (the most senior driver selecting first).
 - The bid meeting shall take place no later than four (4) weeks after the first day of school for students.
 - During the period between bidding, efforts shall be made to spread any permanent redirections in routes proportionately among multiple routes. It is realized that there are temporary variations that can occur because of student attendance patterns.
 - For the 2010-2011 school year a bid meeting shall take place no later than four (4) weeks after the beginning of the second semester.
10. Routes, once assigned, are protected until the driver chooses to accept an offer of a new run or of a run being open due to a driver leaving employment. The Transportation Supervisor reserves the right to add and change bus stops to accommodate new students and adjust the length of the runs. Should a run be increased or decreased by 30 minutes or more, a bid will result within two (2) weeks.
11. All kindergarten runs will be offered and assigned by seniority.
12. Sick and personal leave to be paid based on the regular hours per day.

(From the Letter of Agreement dated 3/24/2011)

 - All bus drivers shall be paid for days off due to use of accumulated sick time. The District shall review each driver's actual district run time to determine the number of hours worked daily and shall provide a summary document of each driver's hours to the HESPA president. The summary document will show each driver, the actual run time for each driver and a column showing the average run time. The District shall then pay each driver the hours of their daily district run(s) as indicated in the summary document for the remainder of the 2010-2011 school year. Further, the documented hours shall remain in effect through September 2011 or until the annual fall bid meeting, whichever comes first. After the fall bid meeting, drivers' pay for days of sick leave may be adjusted to match the actual district run time bid.
 - Following the 2010-2011 school year the same process shall be followed every September. The number of hours of sick time paid on those leave days shall remain consistent with the number of hours in the driver's average district run hours.
13. The District shall pay for State/National licensing fees which are required for employment as a bus driver.

SCHEDULE C – COOKS

<u>STEP</u>	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>
0	\$10.10	\$10.10	\$10.10	\$10.10
1	\$10.90	\$10.90	\$10.90	\$10.90
2	\$11.93	\$11.93	\$11.93	\$11.93
3	\$12.89	\$12.89	\$12.89	\$12.89
4	\$13.36	\$13.36	\$13.36	\$13.36
5	\$13.97	\$13.97	\$13.97	\$13.97
10 +	\$14.03	\$14.03	\$14.03	\$14.03
Mgr	\$15.19	\$15.19	\$15.19	\$15.19
Mgr. 10 +	\$15.26	\$15.26	\$15.26	\$15.26

The actual number of days worked may vary from Cook Manager classification to Cook classification. A work schedule will be established by the supervisor of food service by September 15 of each year of this contract.

Working Conditions

1. Apron and laundry facilities for all schools that do not have washing machines will be provided. The cook manager shall be paid \$7.00/week at the high/middle schools and \$5.00/week at the elementary schools to do the laundry for their respective buildings. The high/middle school only this stipend shall increase to \$10.00/week.
2. If a cook takes over in the absence of the manager who does not come in the second day, the cook's pay shall be the manager's pay from the second day the manager is off work.
3. If a kitchen is used for outside activities, during the school year, a cook shall be in charge of the kitchen and shall be paid according to Schedule C above. When extra time/overtime is assigned to the cooks, it shall be assigned on a rotating basis within the building.
4. The cook manager or representative will meet with the supervisor monthly to go over menus.
5. Cooks working additional hours in the breakfast program on scheduled half days will be compensated at their regular pay rate for the actual time worked.
6. When cooks are required to attend special training for their job they shall be paid.
7. Managers at Davis and the high school shall receive an additional two hundred dollars (\$200.00) annually.
8. The District shall pay State and National Cooks Certification fees for all Cook Managers and Cooks. If a member(s) is required to attend trainings/conferences during non working hours, the member(s) will be paid at their regular hourly wage and all costs incurred (registration, mileage, meals, lodging, etc.)

9. When school is canceled or delayed after 6:15 A.M. and cooks have not been notified by 6:15 A.M.; cooks will be paid one hour "show up" pay if they have shown up at their regularly scheduled time.
10. Cooks called in for emergency purposes, outside of their normal work schedule, shall be paid for a minimum of one (1) hour pay as "call in" time. However, if the cook works more than one (1) hour, then he/she shall be paid at their regular hourly rate.

SCHEDULE D – SECRETARIES

<u>STEP</u>	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>
0	\$11.10	\$11.10	\$11.10	\$11.10
1	\$12.00	\$12.00	\$12.00	\$12.00
2	\$13.13	\$13.13	\$13.13	\$13.13
3	\$14.27	\$14.27	\$14.27	\$14.27
4	\$16.19	\$16.19	\$16.19	\$16.19
5	\$18.11	\$18.11	\$18.11	\$18.11
10 +	\$18.19	\$18.19	\$18.19	\$18.19

1. Secretaries shall have the following paid holidays: Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, New Year's Day, Good Friday (when said holiday falls within the secretarial work week and school is not in session), and Memorial Day.
2. Secretaries who call substitute teachers outside the regular work day will be paid at a rate to be negotiated with the HESPA, MEA/NEA in the event such service becomes necessary
3. No secretary will be required to work beyond their regular working hours unless they are compensated, at their regular pay rate, for the extra work time
4. Secretarial work shall not be performed by substitutes when the secretary is in attendance. Additional secretarial work shall be offered to the building secretary where the work originates and shall be compensated under paragraph 3 above. The parties recognize that sometimes additional secretarial work can only be performed during normal work hours. Substitutes may be used to assist with secretarial work at these times.
5. The actual number of days worked may vary from one secretary to another, however, two (2) building secretarial positions each at the high school and at Davis, and one secretarial position at each elementary shall have a minimum of 208 work days including the paid holidays above. Additional secretarial positions may be established without regard to the minimum day requirement. A work schedule will be established by the employer by September 15 of each year of this contract. The actual work days may be substituted for others if the supervisor and secretary mutually agree to do so.

SCHEDULE E – EDUCATIONAL ASSISTANTS

<u>STEP</u>	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>
0	\$10.90	\$10.90	\$10.90	\$10.90
1	\$11.55	\$11.55	\$11.55	\$11.55
2	\$12.34	\$12.34	\$12.34	\$12.34
3	\$13.04	\$13.04	\$13.04	\$13.04
4	\$13.85	\$13.85	\$13.85	\$13.85
5	\$14.91	\$14.91	\$14.91	\$14.91
6	\$16.00	\$16.00	\$16.00	\$16.00
10 +	\$16.07	\$16.07	\$16.07	\$16.07

1. Educational Assistants will be paid on a salaried basis computed on their normal working hours for the duration of this agreement. Adjustments to salaries shall be made periodically throughout the school year to conform to actual time worked.
2. When directed, Educational Assistants will be included in IEPC and Team Meetings. Educational Assistants shall be compensated for participation in IEPC and team meetings outside their scheduled hours.
3. The District shall pay registration fees for training and coursework required by the District. Educational Assistants will be compensated at the educational/training rate for the time required to attend classes and other training required by the District whenever such training is scheduled outside the Educational Assistant's normal working hours.

With prior approval of the Superintendent or Designee, Educational Assistants voluntarily participating in the District approved in-service training, may be compensated at the education/training rate for the actual hours of such training.

The District shall not be obligated to compensate Educational Assistants for attendance at conferences or workshops outside their normal working hours which they are not required to attend or for any training not approved in advance of its occurrence.

4. When an Educational Assistant is required to diaper a student or assist a student with toileting involving exposure to the genital area, another employee will be present when requested by the Educational Assistant.

5. **QUALIFICATION FOR EDUCATIONAL ASSISTANTS
PROFESSIONAL GROWTH SCHEDULE**

Educational Assistant who provides instructional support in a program supported with Title 1A funds must be Highly Qualified according to ESEA. This includes paraprofessionals who:

- Provide one-on-one tutoring,
- Assist with classroom management
- Provide instructional assistance in a computer laboratory,
- Conduct parental involvement activities,
- Provide support in a library or media center,

- Provide instructional support services under the direct supervision of a teacher.

Process for Reimbursement of Educational Expenses:

Limited Title I/General Funds are available to employees to assist in meeting the requirements of Highly Qualified and or for additional Professional growth. The following process should apply:

- The employee must request the application form for reimbursement from his/her immediate supervisor.
- Upon completion of the application it must be submitted to the Business Office or Superintendent for approval.

To be an instructional paraprofessional in a Title I Program, an employee must be Highly Qualified to comply with ESEA by meeting one of the following:

- Completed at least two years of study at an institution of higher education, OR
- Obtained an associate's (or higher) degree, OR
- Passed a state or local academic assessment establishing that the paraprofessional has knowledge of, and the ability to assist in instructing reading, writing, and mathematics.

Michigan's State and Local Options Available

State Level Assessments

- Basic Skills Test of the Michigan Test for Teacher Certification
- Work Keys Assessment and Skill Levels for Title I Paraprofessionals in Reading for Information (level 4), Applied Mathematics (level 4) , and Writing (level 3)
- ETS Parapro Assessment (state qualifying scored to be approved at the April State Board of Education meeting)

Local Level Assessment

- Guidelines for the Michigan paraprofessional Portfolio Assessment

SCHEDULE F – MAINTENANCE

<u>STEP</u>	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>
0	\$14.20	\$14.20	\$14.20	\$14.20
1	\$15.15	\$15.15	\$15.15	\$15.15
2	\$16.27	\$16.27	\$16.27	\$16.27
3	\$17.41	\$17.41	\$17.41	\$17.41
4	\$18.58	\$18.58	\$18.58	\$18.58
5	\$20.22	\$20.22	\$20.22	\$20.22
10 +	\$20.31	\$20.31	\$20.31	\$20.31

Working Conditions

1. Work schedules shall be adjusted prior to certain holiday periods.
2. Maintenance personnel shall have these paid holidays: (1) Labor Day – 8 hours; (2) Thanksgiving Day – 8 hours; (3) Friday after Thanksgiving – 8 hours; (4) December 24 – 8 hours; (5) Christmas Day – 8 hours; (6) December 31 – 8 hours; (7) New Year’s Day – 8 hours; (8) Friday of Spring Break – 8 hours; (9) Memorial Day – 8 hours; and (10) July 4 – 8 hours, providing there is no school in session.

When an above holiday falls on a Saturday, the preceding Friday will be used as the holiday; if the legal holiday falls on Sunday, the following Monday or preceding Friday will be used as the holiday.

If school is in session the day before Christmas or New Years, the 8 hours for each day will be made up during Christmas vacation.

3. Maintenance personnel normally will work forty (40) hours per week, eight (8) hours per day, and a five-day week. Upon mutual agreement of the HESPA and Board of Education summer hours may be altered to four (4) ten (10) hour days.
4. Vacation schedule for Maintenance: one (1) week for 1st year, two (2) weeks after two years, three (3) weeks after eight years, four (4) weeks after fifteen years. After twenty (20) years, the employee shall accumulate one (1) day per year to a maximum of twenty-five (25) days. Except in the case of emergencies a week’s notice shall precede use of vacation time.

Up to two (2) vacation days may be used in conjunction with personal days. 48 hour notification.

5. Any maintenance employee who possesses a Journeyman’s Card, equivalent experience, or 10 years experience in the district, shall receive an additional \$1.00 per hour over the above schedule.
6. Maintenance personnel called in for emergency purposes outside of their normal work schedule shall be paid for a minimum of one (1) hour as “Call-In” time.

7. When Maintenance employees are required to report to work prior to their normal shift, the amount of time worked prior to the beginning of their shift shall be deducted from the normal ending time. If it is not possible to deduct the time immediately, it shall be deducted from the normal ending time of a shift within one (1) work week.
8. The lead foreman shall receive an additional fifteen hundred dollars (\$1500) per year.
9. When overtime is assigned to the Maintenance Department, it shall be assigned on a rotating basis within the Maintenance Department.
10. Maintenance personnel shall be permitted, but not required, to supervise volunteers, prisoners, and/or outside employees.

NON-TEACHING INSURANCE PRORATION TABLE

SCHEDULE G

Employees will receive a paid, prorated percentage premium (MESSA PAK A or MESSA PAK B) benefit paid by the Board of Education as defined in the following chart for the insurance plan they choose from those for which they are eligible:

Employees working less than four (4) hours/day prior to July 1, 1994, shall have their insurance eligibility continued at the (prior) proration rate for the duration of this agreement or until the employee elects to do otherwise. As of June 30, 1997, employees of record as of July 1, 1994, who worked less than four (4) hours and have not elected insurance will not be eligible for prorated insurance coverage, if they continue to work less than 4 hours.

Beginning with employees hired as of July 1, 1994, employees who are hired for less than four (4) hours per day, will not be eligible for board paid pro-rated insurance coverage.

HOURS	PERCENTAGE OF INSURANCE PAID BY BOARD	PERCENTAGE OF INSURANCE PAID BY EMPLOYEE
HIRED AFTER JULY 1, 1994		
4	67%	33%
4 ¼	71%	29%
4 ½	75%	25%
4 ¾	79%	21%
HIRED AFTER NOVEMBER 1, 2005		
5	80%	20% *
5 ¼	80%	20% *
5 ½	80%	20% *
5 ¾	80%	20% *
6-8	80%	20% **

* Maximum amount of co-pay will be based on 178 paid days.
Should the number of paid calendar days decrease, the co-pay will decrease 1% for each calendar day reduction.

** Eight hour year round and eight hour extended school year employees hired before July 1, 2007 co-pay will be 15%.

HIRED AFTER JULY 1, 2007

Employees hired prior to this date, may elect to participate in this program as well.

Work days	Hours	Annual Hours	Bd Paid %	Employee%
260	8	2080	85	15
208	8	1664	80	20
178	8	1424	69	31
178	6	1068	51	49
178	5	890	43	57

HIRED AFTER JULY 1, 2011

<u>Hours</u>	<u>Time</u>	<u>Bd Paid %</u>	<u>Employee%</u>
8	Year Round	80	20
8	Extended Year	70	30
8	School Year	60	40
6	School Year	50	50
5	School Year	40	60

Employees electing PAK A Health shall receive the following:

PAK A

MESSA Choices II	Health Insurance \$200/400 in Network \$400/800 Out of Network \$10 Office Visit
Life Insurance	\$10,000
MESSA Prescription Drug Rider	Saver RX
Delta Dental	Class I at 100% Class II at 75% Class III at 50% Class I, II and III Annual Maximum = \$1,000 Class IV at 75% Lifetime Maximum = \$1,500/family member
MESSA Vision	VSP 2
MESSA LTD	120 day modified fill; 66 2/3%; \$4,000 Monthly maximum; freeze on offsets

PAK B (for those not electing health insurance)

MESSA Life Insurance	\$15,000 AD&D
Delta Dental	Class I at 100% Class II at 75% Class III at 50% Class I, II and III Annual Maximum = \$1,000 Class IV at 75% Lifetime Maximum = \$1,500/family member
MESSA Vision	VSP 3
LTD	Same as PAK A

All monthly contributions shall be equally distributed per pay throughout the school year and shall automatically be run through a 125 Plan at no cost to the members. Employee contributions for July and August shall be paid by school year and extended school year employees during the months they are scheduled to work within the school year calendar (21 pays).

All bargaining unit members who meet the eligibility for PAK A shall receive PAK B fully paid by the Board. A premium contribution of twenty-five dollars (\$25) per month shall be paid by the employee. All premium contributions shall automatically be run through a 125 Plan at no cost to the member. Members not electing PAK A shall receive two hundred dollars (\$200) per month cash in lieu of health insurance.

Beginning with the July 2011 premium cost all employees electing MESSA health care coverage PAK A shall be responsible for a monthly contribution based on the negotiated MESSA product composite rate for PAK A. Single, 2 person and full family shall each pay an amount equal to twenty percent (20%) of the premium they are covered by. The negotiated MESSA benefit may not be altered without approval of the Association and the Board. The parties agree to meet each year to determine the employee contribution. The parties agree that a snapshot of the District census on June 30 each year will be the gauge for determining the employee contribution. The employee cost that is agreed upon at this time shall remain the same throughout the year. The Board has adopted a qualified plan document which complies with Section 125 of the Internal Revenue Code. Employees using the 125 plan shall do so through a salary reduction agreement/payroll deduction. Employee contributions for July and August shall be paid during the school year months (21 pays).

Should the employer become obligated by state or federal law to contribute to or participate in a governmentally sponsored insurance program, or provide different health insurance, or pay more toward health insurance for full or part-time employees, the parties shall meet to negotiate over the impact of such changes. Nothing in this Agreement shall be interpreted or implied to require the employer to maintain any premium payments for health insurance programs on behalf of employees or their dependents if the insurance programs have been replaced or superseded by federal or state statute or regulation and where the employer would incur any tax penalty or reduced appropriation by virtue of continued participation contractually designated insurance programs. The parties agree that absent penalties the Board will provide identical coverage in some form until completion of negotiations. This section is intended to prevent any lapse in coverage for any bargaining unit member and to ensure that the Board does not incur duplicate or double premiums. This specific re-opener is not intended to preclude opening of negotiations of other areas of this agreement if changes in the law necessitate such negotiations.

